

**INSTRUMENT OF RESIGNATION,  
APPOINTMENT AND ACCEPTANCE**

**THIS INSTRUMENT** (this "Instrument"), dated as of December 22, 2006, by and among **Banco Santander Puerto Rico** (the "Resigning Escrow Agent"), a banking corporation duly organized and existing under the laws of the Commonwealth of Puerto Rico, **Resources Management, Inc. d/b/a Protección Técnica Ecológica, Inc.**, a corporation duly organized and existing under the laws of the Commonwealth of Puerto Rico (the "Client") and **Banco Popular de Puerto Rico**, a banking corporation duly organized and existing under the laws of the Commonwealth of Puerto Rico (the "Successor Escrow Agent"). Capitalized terms not otherwise defined herein shall have the same meaning ascribed to such terms in the Escrow Agreement (as defined below).

**RECITALS**

**WHEREAS**, the Resigning Escrow Agent acts as escrow agent under that certain Escrow Agreement dated as of May thirteenth (13<sup>th</sup>), nineteen hundred ninety eight (1998) by and between the Resigning Escrow Agent and the Client. (the "Escrow Agreement");

**WHEREAS**, the Escrow Agreement provides that the escrow agent may at any time resign as Escrow Agent under the Escrow Agreement by giving notice thereof to the Client.

**WHEREAS**, the Resigning Escrow Agent desires to resign as escrow agent under the Escrow Agreement and has given written notice of its resignation to the Client, a true copy of which is annexed hereto as **Exhibit A**;

**WHEREAS**, Client desires to appoint the Successor Escrow Agent as successor escrow agent under the Escrow Agreement and the Successor Escrow Agent desires to accept the foregoing appointments;

**NOW, THEREFORE**, in consideration of the covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. Resignation of Resigning Escrow Agent; Acceptance of Resignation; Appointment of Successor Escrow Agent.**

Pursuant to the applicable provisions of the Escrow Agreement, the Resigning Escrow Agent hereby resigns as Escrow Agent under the Escrow Agreement effective as of the date of this Agreement (the "Effective Date"). The Client, having received notice of the Resigning Escrow Agent's resignation pursuant to the Escrow Agreement hereby accepts the resignation of the Resigning Escrow Agent as Escrow Agent and consents to the appointment of the Successor

Escrow Agent as Escrow Agent under the Escrow Agreement and confers on the Successor Escrow Agent all the rights powers and duties of the Escrow Agent under the Escrow Agreement, such appointment to be effective as of the date of the Effective Date.

**2. Successor Escrow Agent Representations and Warranties.**

The Successor Escrow Agent represents and warrants to the Resigning Escrow Agent that:

(a) Subject to the representations herein, the Successor Escrow Agent is eligible and qualified under the Escrow Agreement to act as Escrow Agent thereunder as of the date hereof.

(b) This Instrument has been duly authorized, executed and delivered on behalf of the Successor Escrow Agent, and this Instrument constitutes the Successor Escrow Agent's legal, valid, binding and enforceable obligation.

**3. Representations and Warranties by Client.**

(a) Attached hereto as **Exhibit B** hereto, is a true and correct copy of the Escrow Agreement and amendments or modifications thereto.

(b) The Client agrees to compensate the Successor Escrow Agent for its services under the Escrow Agreement in accordance with the terms thereof and the schedule of fees and reimbursable expenses set forth in **Exhibit C** hereto, which may be modified from time to time by agreement of the Client and the Successor Escrow Agent.

(c) The Client covenants and agrees to execute, acknowledge where appropriate and deliver, or cause to be executed, acknowledged where appropriate and deliver, from time to time, at the request of the Successor Escrow Agent, all such instruments or documents as in the sole opinion of the Successor Escrow Agent are reasonably necessary or advisable to carry out the intent or purpose of this Instrument or the documents delivered pursuant hereto or as part of the transactions contemplated hereby.

(d) **Exhibit D** sets forth a complete list of the names, positions and corresponding signatures of those persons who have been designated by the Client or its designee, pursuant to a duly approved corporate resolution, to issue instructions, as of the Effective Date, to the Successor Escrow Agent in connection with the Escrow Agreement.

(e) The execution and delivery of this Instrument has been duly authorized by the Client pursuant to the corporate resolution attached hereto as **Exhibit E**.

(f) Attached hereto as **Exhibit F** is a list of the Escrow assets to be held by the Successor Escrow Agent as of the Effective Date. The Escrow assets are in accordance with the terms of the Escrow Agreement.

**4. Acceptance by Successor Escrow Agent.**

The Successor Escrow Agent hereby accepts the appointment as Escrow Agent under paragraph 1 of this Instrument and shall hereby be vested with all the rights, powers and duties of the Resigning Escrow Agent thereunder as of the Effective Date, except as expressly provided otherwise in this Instrument. The Client accepts that the Successor Escrow Agent assumes no responsibility for any actions or omissions of the Resigning Escrow Agent occurring or not occurring prior to the Effective Date.

**5. Assignment by Resigning Escrow Agent.**

The Resigning Escrow Agent hereby confirms, assigns, transfers, delivers and conveys to the Successor Escrow Agent, as Escrow Agent under the Escrow Agreement, all rights, powers, trusts privileges, duties and obligations which the Resigning Escrow Agent now holds under and by virtue of the Escrow Agreement, and effective as of such date does hereby assign over to the Successor Escrow Agent any and all property and money held by the Resigning Escrow Agent under and by virtue of the Agreement, with like effect as if the Successor Escrow Agent was originally named as Escrow Agent under the Escrow Agreement.

**6. Additional Documentation.**

The Resigning Escrow Agent, for the purposes of more fully and certainly vesting in and confirming to the Successor Escrow Agent the rights, powers, trusts, privileges, duties and obligations hereby assigned, transferred, delivered and conveyed, agrees, upon reasonable request of the Successor Escrow Agent, to execute, acknowledge and deliver such further instruments of conveyance and further assurance and to do such other things as may reasonably be required by the Successor Escrow Agent.

**7. Additional Agreements by the Successor Escrow Agent.**

The Client and/or Successor Escrow Agent will provide all required notices to all relevant parties, of the resignation of the Resigning Escrow Agent and the appointment of the Successor Escrow Agent as escrow agent under the Escrow Agreement.

**8. Indemnification.**

The parties to this Instrument agree that this Instrument does not constitute an assumption by the Successor Escrow Agent of any liability of the Resigning Escrow Agent arising out of the performance by the Resigning Escrow Agent of its duties as Escrow Agent under the Escrow Agreement or any breach thereof. Under no circumstances shall the Successor Escrow Agent be liable for any Claims (as defined below), losses and/or damages arising from any negligent act or omission of the Resigning Escrow Agent occurring prior to the Effective Date in connection with the administration of the escrow account. As used herein, the term "Claim" or "Claims" shall refer to any claims, lawsuits, investigations, causes of action or other legal actions and proceedings brought or filed against the Resigning Escrow Agent for negligent acts or omissions occurring prior to the Effective Date in connection with the administration of the escrow account.

**9. Survival of Certain Rights of Resigning Escrow Agent.**

Notwithstanding this Instrument and the resignation of the Resigning Escrow Agent, the Resigning Escrow Agent shall retain all rights and entitlements relating to its service as Escrow Agent under the Escrow Agreement arising or accruing on or before the Effective Date, including without limitation, all entitlements to the payment of its fees and reimbursement of its expenses. In the event and to the extent the Successor Escrow Agent shall exercise any lien upon the escrow funds, to the extent permitted by the Escrow Agreement, or otherwise becomes entitled to receive payment of any fees and expenses as Escrow Agent under the Escrow Agreement for any reason at a time when the fees and expenses of the Resigning Escrow Agent have not been fully paid, it shall do so for both its own fees and expenses and any outstanding fees and expenses of the Resigning Escrow Agent incurred in connection with its duties under the Escrow Agreement prior to the Effective Date, provided any such fees and expenses due to the Resigning Escrow Agent and accrued on or prior to the Effective Date have been disclosed on Exhibit G hereto.

**10. Choice of Laws.**

This Instrument shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico.

**11. Counterparts.**

This Instrument may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but all of which counterparts shall constitute but one Instrument.

**12. Effectiveness.**

This Instrument and the resignation, appointment and acceptance effected hereby shall be effective as of the Effective Date, upon the execution and delivery hereof by each of the parties hereto.

**13. Notices.**

All notices, whether faxed or mailed, will be deemed received when sent to the following addresses:

TO THE SUCCESSOR ESCROW AGENT:

Banco Popular de Puerto Rico  
Trust Division  
8th floor  
153 Ponce de Leon Avenue  
Hato Rey, PR 00917  
Attention: Trust Officer

Tel: (787) 765-9800  
Facsimile: (787) 281-5197

TO THE RESIGNING ESCROW AGENT:

Banco Santander Puerto Rico  
Trust Division  
207 Ponce de León Avenue  
4<sup>th</sup> Floor  
Hato Rey, PR 00918  
Attention: Director  
Tel: (787) 274-7201  
Facsimile: (787) 296-5547

TO THE CLIENT:

Resources Management, Inc. d/b/a Protección Técnica Ecológica, Inc.  
PO BOX 9930  
Cidra, PR 00739  
Attention: Mr. Jorge Fernández

**14. No Waiver.**

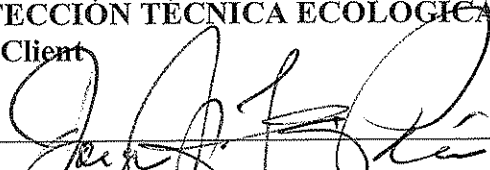
Notwithstanding the provisions of this Instrument to the contrary, under no circumstances shall any of the Authority's representations be interpreted as a waiver of any of its rights against the Resigning Escrow Agent under the Agreement. The Resigning Escrow Agent acknowledges that the representations provided by the Client under this Instrument shall, under no circumstances, be interpreted as a waiver of any of Client's rights or of any claim that it may have against the Resigning Escrow Agent under the Escrow Agreement or applicable law.

**IN WITNESS WHEREOF**, the parties hereto have executed this Instrument as of the first date set forth above.

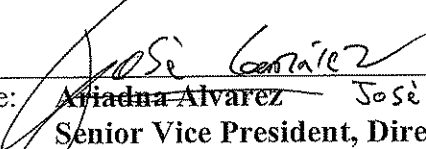
**[SPACE INTENTIONALLY LEFT IN BLANK SIGNATURE PAGE FOLLOWS]**

**RESOURCES MANAGEMENT, INC. D/B/A  
PROTECCIÓN TÉCNICA ECOLÓGICA, INC.**

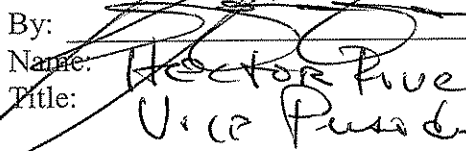
as Client

By:   
Name: JOSE FERNANDEZ  
Title: Pres

**BANCO SANTANDER PUERTO RICO,  
as Resigning Escrow Agent**

By:   
: 03/14/08  
Name: ~~Ariadna Alvarez~~ Jose Gonzalez  
Title: Senior Vice President, Director

**BANCO POPULAR DE PUERTO RICO,  
as Successor Escrow Agent**

By:   
Name: Hector Rivera  
Title: Vice President



Juan Carlos López, Esq.  
Manager-Trust Division

December 29, 2006

Resources Management, Inc. d/b/a Protección Técnica Ecológica, Inc.  
Mr. Jorge Fernández  
PO Box 9930  
Cidra, PR 00739

**Re: BSPR as Escrow Agent for Proteco (Account # 80-0068-00)**

Dear Mr. Fernández:

It has been a pleasure for us at Banco Santander Puerto Rico (Santander) to serve your account. Since beginning operations in Puerto Rico thirty years ago, we have been part of the island's economic development.

Today, besides offering an array of financial products and services, we have also successfully engaged in related lines of business, such as investments, mortgages and insurance, all thanks to the confidence placed in us by customers like you.

The growth of a business or enterprise depends on its periodic strategic analysis. As part of this process, Santander has decided to discontinue offering certain trust services in Puerto Rico. Accordingly, on December 8, 2006, Santander and Banco Popular de Puerto Rico (Popular) reached an agreement whereby Santander transfers to Popular the servicing rights to the account that you presently maintain at Santander's Trust Division. As a result of this agreement, Santander hereby resigns as trustee and/or paying agent of the aforementioned account. This letter shall constitute the notification of our resignation as provided for in the Agreement executed between Resources Management, Inc. d/b/a Protección Técnica Ecológica, Inc. and Santander, our resignation is effective 30 days from the date of this letter, or as of any earlier agreed upon date.

Popular's Trust Division is known for its solid reputation in the industry. Their 78 professionals manage over 1,400 accounts with assets exceeding \$11,000 million.

In order to complete the transfer of your account with the least possible disruption, to formalize Santander's resignation as trustee and/or paying agent and the designation of Popular as our successor, we have included the document "Instrument of Resignation, Appointment and Acceptance".

The transfer process is free of charge. Just forward the information requested to our offices at: Banco Santander Puerto Rico, Trust Division, #207 Ponce de León Avenue, Hato Rey, PR 00918. Upon receipt of the executed documents, we will transfer your account to Popular.

Should you have any questions, feel free to contact me at (787) 274-7322 or Mrs. Gisela Contreras at (787) 274-7302.

Sincerely,

A handwritten signature in dark ink, appearing to read "Juan Carlos López", written over a horizontal line.

Dirección Postal: PO Box 362589, San Juan, Puerto Rico 00936-2589  
[www.santandernet.com](http://www.santandernet.com)

### TRUST AGREEMENT

Trust Agreement, the "Agreement," entered into as of May 13, 1998 by and between Resources Management, Inc., d/b/a Proteccion Tecnica Ecologica, Inc., a Puerto Rico corporation, the "Grantor," and Banco Santander de Puerto Rico, a corporation organized pursuant to the laws of Puerto Rico, the "Trustee."

Whereas, the United States Environmental Protection Agency, "EPA," an agency of the United States Government, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a hazardous waste management facility shall provide assurance that funds will be available when needed for closure and/or post-closure care of the facility,

Whereas, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein,

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

Now, Therefore, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.



Section 2. Identification of Facilities and Cost Estimates. This Agreement establishes a trust account to fund the post-closure activities for the former hazardous waste units at the Proteco facility located at Carr. 385 KM. 4 HM. 4, Penuelas, Puerto Rico. The projected cost estimate for the post-closure activities currently is \$524,610.00.

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of EPA. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially with a deposit in the amount of \$40,000.00. Subsequent deposits will be made to the Fund in accordance with the Amended Consent Decree in U.S. v. Proteco, et al., Civil No. 86-1698 (HL), entered on November 20, 1997, until the Fund meets the estimated costs of Post-Closure, adjusted pursuant to 40 C.F.R. §§ 264.144; 265.144. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by EPA.

Section 4. Payment for Post-Closure Care. The Trustee shall make payments from the Fund as the EPA Regional Administrator shall direct, in writing, to provide for the payment of the costs of post-closure care of the facilities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the EPA Regional Administrator from the Fund for post-closure expenditures in such amounts as the EPA Regional Administrator shall

direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the EPA Regional Administrator specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;

(ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and

(iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates

representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any other agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the appropriate EPA Regional Administrator a statement confirming the value of the Trust. Any securities in the

Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the EPA Regional Administrator shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the EPA Regional Administrator, and the present

Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the EPA Regional Administrator to the Trustee shall be in writing, signed by the EPA Regional Administrators of the Regions in which the facilities are located, or their designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or EPA hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or EPA, except as provided for herein.

Section 15. Notice of Nonpayment. The Trustee shall notify the Grantor and the appropriate EPA Regional Administrator, by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

Section 16. Amendment of Agreement. This Agreement may be amended by an

instrument in writing executed by the Grantor, the Trustee, and the appropriate EPA Regional Administrator, or by the Trustee and the appropriate EPA Regional Administrator if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the EPA Regional Administrator, or by the Trustee and the EPA Regional Administrator, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

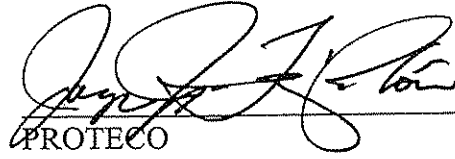
Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the EPA Regional Administrator issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of Puerto Rico.

Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

In Witness Whereof the parties have caused this Agreement to be executed by their

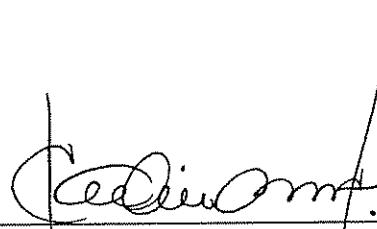
respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written: The parties below certify that the wording of this Agreement is identical to the wording specified in 40 CFR 264.151(a)(1) as such regulations were constituted on the date first above written.

  
\_\_\_\_\_  
PROTECO  
Dr. Jorge Fernandez  
President

Attest:

[Title]

[Seal]

  
\_\_\_\_\_  
Banco Santander de Puerto Rico  
By: Claudio D. Ballator  
Executive Trust Officer

Attest:

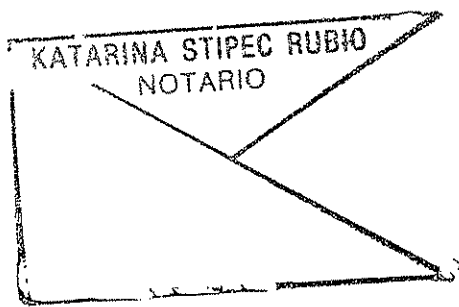
[Title]

[Seal]



Affidavit Number 894

Recognized and subscribed before me by Dr. Jorge Fernández, of legal age, married, President of Resources Management, Inc., d/b/a Protección Técnica Ecológica, Inc. (PROTECO), and resident of San Juan, Puerto Rico whom I have identified by drivers license number 231030 of Puerto Rico, and Claudio D. Ballester, of legal age, Executive Trust Officer of Banco Santander Puerto Rico, married and resident of San Juan Puerto Rico, whom I know personally, in San Juan, Puerto Rico on May 13, 1998.

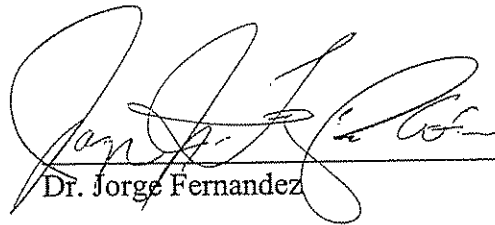


  
NOTARY PUBLIC

COMMONWEALTH OF PUERTO RICO) ss.:

I, Dr. Jorge Fernandez, being duly sworn, deposes and says:

I am President and a shareholder of Resources Management, Inc., d/b/a Proteccion Tecnica Ecologica, Inc. ("Proteco"). I was authorized to sign the annexed Trust Agreement on behalf of Proteco.

  
Dr. Jorge Fernandez

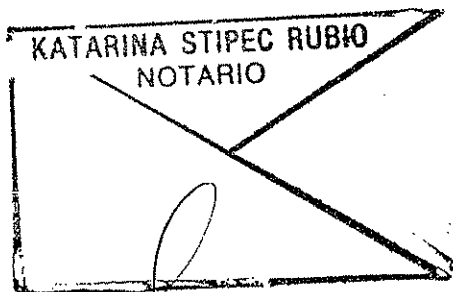
Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 1998


\_\_\_\_\_  
Notary Public

N:\CLIN\00\87\0309\PLG\0309SG.013

Affidavit Number 895

Sworn and subscribed before me by Dr. Jorge Fernández, of legal age, married, President of Resources Management, Inc., d/b/a Protección Técnica Ecológica, Inc. (PROTECO), and resident of San Juan, Puerto Rico whom I have identified by drivers license number 231030 of Puerto Rico, in San Juan, Puerto Rico on May 13, 1998.



  
NOTARY PUBLIC

**EXHIBIT A**

Grantor:

Dr. Jorge Fernandez  
PROTECO  
P.O. Box 850  
Penuelas, P.R. 00624



TWR453 01 10/19/06 FEE SCHEDULE INQUIRY \*INQUIRY\* PAGE 1

SCHEDULE	23	PROTECO RESOURCES MANAGEMENT INC.	AMV	TX	CDE	DATE	MIN	MAX	DIS
			640		4		1	1	1

## COMPONENT 01 BASE ANNUAL FEE

COMPONENT TYPE BF

500 BASE ANNUAL FEE

COMPONENT GRP CD

FEE PRORATION

HI/LO COMP

DISCOUNT COMP

COMP ALLOCATION .0000

ACTIVE

F6/Forward F10/Add F11/Change F12/Inquiry F13/More commands D0/Exit

Accepted by:

Date:

ACCOUNT 80-0068-00 PROTECO RESOURCES MANAGEMENT INC. (ADM) EXA (INV) JLS  
INCOME .00 PRINCIPAL .00

SECURITY	PRICE	DT	PT	UNITS	PRICE	BOOK VALUE	MARKET VALUE
60934N-10-4			P	670,911.540		670,911.54	670,911.54
FEDERATED GOVERNMENT OBLIGATION							
FUND #5 STABLE NET ASSET VALUE FUND							

TOTAL ASSETS 670,911.540 670,911.54 670,911.54